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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

NOMADIX, INC.,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY et
al.,

Defendants.

NOMADIX, INC.,

Counter-Counterclaimant,

v.

IBAHN CORPORATION,

Counter-Counterdefendant.

Civil Action No.

CV09-08441 DDP (VBKx)

**NOMADIX, INC.'S ANSWER
TO IBAHN
CORPORATION'S FIRST
AMENDED
COUNTERCLAIMS
(DOCKET NO. 142)**

**NOMADIX, INC.'S
COUNTERCLAIMS**

Honorable Dean D. Pregerson

1 Pursuant to Rules 8 and 12 of the Federal Rules of Civil Procedure,
2 Plaintiff-Counterdefendant Nomadix, Inc. (“Nomadix”) hereby answers iBAHN
3 Corporation’s (“iBAHN”) First Amended Counterclaims (Docket No. 142)
4 (“Amended Counterclaims”). The numbered paragraphs of this Answer
5 correspond to the numbered paragraphs of iBAHN’s Amended Counterclaims.

6 **COUNTERCLAIMS**

7 **PARTIES**

8 1. Upon information and belief, Nomadix admits the allegations in
9 paragraph 1 of iBAHN’s Amended Counterclaims.

10 2. In response to paragraph 2 of iBAHN’s Amended Counterclaims,
11 Nomadix admits that it is a Delaware corporation. Nomadix further admits that
12 its Complaint states that Nomadix has a principal place of business at 1100
13 Business Center Circle, Suite 100, Newbury Park, California 91320. Except for
14 these specific admissions, Nomadix denies iBAHN’s allegations in paragraph 2.
15 Nomadix has a new principal place of business at 30851 Agoura Road, Suite
16 102, Agoura Hills, California 91301.

17 **JURISDICTION AND VENUE**

18 3. In response to paragraph 3 of iBAHN’s Amended Counterclaims,
19 Nomadix admits that, to the extent that iBAHN has standing to bring its
20 counterclaims, the Court has jurisdiction over the subject matter of iBAHN’s
21 counterclaims under 28 U.S.C. §§ 1331 and 1338(a). Nomadix further admits
22 that, to the extent that iBAHN has standing to bring its counterclaims, the Court
23 has jurisdiction over the subject matter of iBAHN’s counterclaims for
24 declaratory judgment under 28 U.S.C. § 1367(a). Except for these specific
25 admissions, Nomadix denies iBAHN’s allegations in paragraph 3.

26 4. In response to paragraph 4 of iBAHN’s Amended Counterclaims,
27 Nomadix admits that the Court may exercise personal jurisdiction over
28 Nomadix with respect to iBAHN’s counterclaims. Except for this specific

admission, Nomadix denies iBAHN's allegations in paragraph 4.

5. In response to paragraph 5 of iBAHN's Amended Counterclaims, Nomadix admits that, as to iBAHN's counterclaims, venue is proper in this judicial district. Except for this specific admission, Nomadix denies iBAHN's allegations in paragraph 5.

**COUNT ONE – DECLARATORY JUDGMENT OF NON-
INFRINGEMENT**

6. In response to paragraph 6 of iBAHN's Amended Counterclaims, Nomadix incorporates by reference its responses to the allegations in paragraphs 1 through 5 of iBAHN's Amended Counterclaims with the same force and effect as if fully set forth here.

7. Nomadix admits the allegations in paragraph 7 of iBAHN's Amended Counterclaims.

8. In response to paragraph 8 of iBAHN's Amended Counterclaims, Nomadix admits that iBAHN requests a declaration from the Court that iBAHN has not infringed any valid claim of U.S. Patent Nos. 6,130,892, 7,008,727, 7,554,995, 6,636,894 or 6,868,399, but denies that iBAHN is entitled to such a declaration or any other relief. Except for this specific admission, Nomadix denies iBAHN's allegations in paragraph 8.

COUNT TWO – DECLARATORY JUDGMENT OF INVALIDITY

9. In response to paragraph 9 of iBAHN's Amended Counterclaims, Nomadix incorporates by reference its responses to the allegations in paragraphs 1 through 8 of iBAHN's Amended Counterclaims with the same force and effect as if fully set forth here.

10. Nomadix admits the allegations in paragraph 10 of iBAHN's Amended Counterclaims.

11. In response to paragraph 11 of iBAHN's Amended Counterclaims, Nomadix admits that iBAHN requests a declaration from the Court that each of

1 the claims of U.S. Patent Nos. 6,130,892, 7,008,727, 7,554,995, 6,636,894 or
2 6,868,399 are invalid, but denies that iBAHN is entitled to such a declaration or
3 any other relief. Except for this specific admission, Nomadix denies iBAHN's
4 allegations in paragraph 11.

5 **COUNT THREE – PATENT INFRINGEMENT**

6 12. In response to paragraph 12 of iBAHN's Amended Counterclaims,
7 Nomadix incorporates by reference its responses to the allegations in paragraphs
8 1 through 11 of iBAHN's Amended Counterclaims with the same force and
9 effect as if fully set forth here.

10 13. In response to paragraph 13 of iBAHN's Amended Counterclaims,
11 Nomadix admits that Exhibit 1 to iBAHN's Amended Counterclaims purports to
12 be a copy of U.S. Patent No. 6,934,754 ("the '754 patent"), is titled "Methods
13 and Apparatus for Processing Network Data Transmissions" and bears an issue
14 date of August 23, 2005. Nomadix denies that iBAHN is the assignee of all
15 rights, title, and interest in and to the '754 patent. Except for this specific
16 admission and this specific denial, Nomadix lacks knowledge or information
17 sufficient to form a belief about the truth of iBAHN's allegations in paragraph
18 13 and on that basis denies those allegations.

19 14. In response to paragraph 14 of iBAHN's Amended Counterclaims,
20 Nomadix admits that it sells products designated AG 3100, AG 5500, and AG
21 5500 with Metro Bundle and that it sells some such products in the Central
22 District of California. Except for this specific admission, Nomadix denies
23 iBAHN's allegations in paragraph 14.

24 15. Nomadix denies the allegations in paragraph 15 of iBAHN's
25 Amended Counterclaims.

26 16. Nomadix denies the allegations in paragraph 16 of iBAHN's
27 Amended Counterclaims.

28 17. In response to paragraph 17 of iBAHN's Amended Counterclaims,

1 Nomadix admits that, on March 29, 2010, iBAHN's counsel e-mailed to
2 Nomadix's counsel a document entitled "iBAHN's First Amended Answer to
3 Plaintiff's Complaint and Counterclaims" and that the e-mailed document
4 identified the '754 patent. Except for this specific admission, Nomadix denies
5 the allegations in paragraph 17 of iBAHN's Amended Counterclaims.

6 18. Nomadix denies the allegations in paragraph 18 of iBAHN's
7 Amended Counterclaims.

8 19. Nomadix denies the allegations in paragraph 19 of iBAHN's
9 Amended Counterclaims.

10 **COUNT FOUR – PATENT INFRINGEMENT**

11 20. In response to paragraph 20 of iBAHN's Amended Counterclaims,
12 Nomadix incorporates by reference its responses to the allegations in paragraphs
13 1 through 19 of iBAHN's Amended Counterclaims with the same force and
14 effect as if fully set forth here.

15 21. In response to paragraph 21 of iBAHN's Amended Counterclaims,
16 Nomadix admits that Exhibit 2 to iBAHN's Amended Counterclaims purports to
17 be a copy of U.S. Patent No. 6,996,073 ("the '073 patent"), is titled "Methods
18 and Apparatus for Providing High Speed Connectivity to a Hotel Environment"
19 and bears an issue date of February 7, 2006. Nomadix denies that iBAHN is the
20 assignee of all rights, title, and interest in and to the '073 patent. Except for this
21 specific admission and this specific denial, Nomadix lacks knowledge or
22 information sufficient to form a belief about the truth of iBAHN's allegations in
23 paragraph 21 and on that basis denies those allegations.

24 22. Nomadix denies the allegations in paragraph 22 of iBAHN's
25 Amended Counterclaims.

26 23. Nomadix denies the allegations in paragraph 23 of iBAHN's
27 Amended Counterclaims.

28 24. In response to paragraph 24 of iBAHN's Amended Counterclaims,

1 Nomadix admits that, on May 19, 2010, iBAHN's counsel e-mailed to
2 Nomadix's counsel a document entitled "iBAHN's First Amended
3 Counterclaims" and that the e-mailed document identified the '073 patent.
4 Except for this specific admission, Nomadix denies the allegations in paragraph
5 24 of iBAHN's Amended Counterclaims.

6 25. Nomadix denies the allegations in paragraph 25 of iBAHN's
7 Amended Counterclaims.

8 26. Nomadix denies the allegations in paragraph 26 of iBAHN's
9 Amended Counterclaims.

10 **COUNT FIVE – PATENT INFRINGEMENT**

11 27. In response to paragraph 27 of iBAHN's Amended Counterclaims,
12 Nomadix incorporates by reference its responses to the allegations in paragraphs
13 1 through 26 of iBAHN's Amended Counterclaims with the same force and
14 effect as if fully set forth here.

15 28. In response to paragraph 28 of iBAHN's Amended Counterclaims,
16 Nomadix admits that Exhibit 3 to iBAHN's Amended Counterclaims purports to
17 be a copy of U.S. Patent No. 7,580,376 ("the '376 patent"), is titled "Methods
18 and Apparatus for Providing High Speed Connectivity to a Hotel Environment"
19 and bears an issue date of August 25, 2009. Nomadix denies that iBAHN is the
20 assignee of all rights, title, and interest in and to the '376 patent. Except for this
21 specific admission and this specific denial, Nomadix lacks knowledge or
22 information sufficient to form a belief about the truth of iBAHN's allegations in
23 paragraph 28 and on that basis denies those allegations.

24 29. Nomadix denies the allegations in paragraph 29 of iBAHN's
25 Amended Counterclaims.

26 30. Nomadix denies the allegations in paragraph 30 of iBAHN's
27 Amended Counterclaims.

28 31. In response to paragraph 31 of iBAHN's Amended Counterclaims,

1 Nomadix admits that, on May 19, 2010, iBAHN's counsel e-mailed to
2 Nomadix's counsel a document entitled "iBAHN's First Amended
3 Counterclaims" and that the e-mailed document identified the '376 patent.
4 Except for this specific admission, Nomadix denies the allegations in paragraph
5 31 of iBAHN's Amended Counterclaims.

6 32. Nomadix denies the allegations in paragraph 32 of iBAHN's
7 Amended Counterclaims.

8 33. Nomadix denies the allegations in paragraph 33 of iBAHN's
9 Amended Counterclaims.

10 **EXCEPTIONAL CASE**

11 34. Nomadix denies the allegations in paragraph 34 of iBAHN's
12 Amended Counterclaims.

13 **RESERVATION OF RIGHTS**

14 35. In response to paragraph 35 of iBAHN's Amended Counterclaims,
15 Nomadix admits that iBAHN states that it reserves its right to supplement with
16 additional defenses as discovery proceeds in this matter. Except for this specific
17 admission, Nomadix denies iBAHN's allegations in paragraph 35.

18 **PRAYER**

19 iBAHN's prayer does not state any allegations for which a responsive
20 pleading is required. To the extent that it does state such an allegation,
21 Nomadix denies that iBAHN is entitled to any relief and denies any allegations
22 in iBAHN's prayer for which a responsive pleading is required.

23 **DEFENSES**

24 Without assuming any burden that it would not otherwise bear, Nomadix
25 asserts the following defenses.

26 **FIRST DEFENSE: NONINFRINGEMENT**

27 36. Nomadix has not infringed, induced others to infringe or
28 contributed to the infringement of any claim of the '754, '073 or '376 patents.

SECOND DEFENSE: INVALIDITY

37. One or more claims of each of the '754, '073 and '376 patents are invalid under one or more provisions of 35 U.S.C. §§ 101, 102, 103, 112 or 282.

THIRD DEFENSE: LACHES

38. iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, by laches.

FOURTH DEFENSE: ESTOPPEL

39. iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, by estoppel.

FIFTH DEFENSE: WAIVER

40. iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, by waiver.

SIXTH DEFENSE: UNCLEAN HANDS

41. iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, by unclean hands.

SEVENTH DEFENSE: OWNERSHIP

42. On information and belief, iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, because iBAHN does not own the '754, '073 and '376 patents.

EIGHTH DEFENSE: LACK OF STANDING

43. On information and belief, this Court does not have subject matter jurisdiction over iBAHN's patent infringement claims as set forth in its Amended Counterclaims because iBAHN does not have standing to bring the claims.

NINTH DEFENSE: ASSERTION OF PATENT WITH INVALID CLAIM

44. iBAHN's patent infringement claims as set forth in its Amended Counterclaims are barred, in whole or in part, under 35 U.S.C. § 288.

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COUNTERCLAIMS

Pursuant to Rules 8 and 13 of the Federal Rules of Civil Procedure, Plaintiff-Counterdefendant Nomadix, Inc. (“Nomadix”) complains of Defendant-Counterclaimant iBAHN Corporation (“iBAHN”) and alleges as follows:

JURISDICTION AND VENUE

1. Nomadix asserts counterclaims under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking declaratory judgments under the patent laws of the United States, Title 35 of the United States Code, that each of the ’754, ’073 and ’376 patents asserted by iBAHN is not infringed and is invalid. As iBAHN has asserted each of the ’754, ’073 and ’376 patents against Nomadix in its First Amended Counterclaims (Docket No. 142) (“Amended Counterclaims”), these counterclaims are based on an actual controversy. This Court has subject matter jurisdiction over these counterclaims pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367(a).

2. iBAHN is subject to the personal jurisdiction of this Court with respect to Nomadix’s counterclaims because iBAHN failed to contest the Court’s exercise of personal jurisdiction over it with respect to Nomadix’s claims of patent infringement. Additionally, iBAHN is subject to the personal jurisdiction of this Court with respect to Nomadix’s counterclaims by virtue of filing its patent infringement claims against Nomadix in the present action.

3. Venue is proper in this district with respect to Nomadix’s counterclaims because iBAHN failed to contest the propriety of venue with respect to Nomadix’s claims of patent infringement. Additionally, venue is proper to the extent it is proper with respect to iBAHN’s claims against Nomadix as set forth in iBAHN’s Amended Counterclaims.

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PARTIES

4. Nomadix is a Delaware corporation having a principal place of business at 30851 Agoura Road, Suite 102, Agoura Hills, California 91301.

5. On information and belief, iBAHN is a Delaware corporation having its principal place of business at 10757 S. River Front Parkway, Suite 300, Salt Lake City, Utah 84095.

FIRST CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF NONINFRINGEMENT

6. Nomadix repeats, realleges and incorporates by reference the allegations set forth in paragraphs 1 through 5 of these Counterclaims.

7. iBAHN alleges in its Amended Counterclaims that it is the assignee of all rights, title, and interest in and to each of the '754, '073 and '376 patents and that it possesses all rights of recovery under each of the '754, '073 and '376 patents, including the right to sue for infringement and recover past damages.

8. iBAHN has asserted in its Amended Counterclaims claims of patent infringement against Nomadix based on each of the '754, '073 and '376 patents, and Nomadix has denied any such infringement. Thus, an immediate, real and justiciable controversy now exists between Nomadix and iBAHN with respect to each of the '754, '073 and '376 patents.

9. Nomadix has not engaged in any conduct constituting infringement of any of the '754, '073 and '376 patents under any theory, including literal infringement, infringement under the doctrine of equivalents, and direct or indirect infringement of any kind.

10. Nomadix requests and is entitled to declaratory judgment that it does not infringe one or more claims of each of the '754, '073 and '376 patents.

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SECOND CLAIM FOR RELIEF:

DECLARATORY JUDGMENT OF INVALIDITY

11. Nomadix repeats, realleges and incorporates by reference the allegations set forth in paragraphs 1 through 10 of these Counterclaims.

12. iBAHN has asserted in its Amended Counterclaims claims of patent infringement against Nomadix based on each of the '754, '073 and '376 patents, and Nomadix has asserted a defense of invalidity with respect to each of the '754, '073 and '376 patents. Thus, an immediate, real and justiciable controversy now exists between Nomadix and iBAHN with respect to the invalidity of each of the '754, '073 and '376 patents.

13. One or more claims of each of the '754, '073 and '376 patents are invalid under one or more provisions of 35 U.S.C. §§ 101, 102, 103, 112 or 282.

14. Nomadix requests and is entitled to declaratory judgment that one or more claims of each of the '754, '073 and '376 patents are invalid.

PRAYER FOR RELIEF

As to its counterclaims against iBAHN, Nomadix respectfully prays for:

A. A declaration that Nomadix does not infringe and has not infringed directly, by inducement, or contributorily, any of the '754, '073 and '376 patents, either literally or under the doctrine of equivalents;

B. A declaration that one or more claims of each of the '754, '073 and '376 patents are invalid;

C. An order adjudging that this action is an exceptional case within the provision of 35 U.S.C. § 285 and that Nomadix is entitled to a recovery of its reasonable attorneys' fees incurred in this action;

D. An award to Nomadix of its reasonable attorneys' fees incurred in this action;

E. An order dismissing with prejudice all claims against Nomadix and denying all relief requested by iBAHN; and

1 F. Such other and further relief in Nomadix's favor as the Court
2 deems just and proper.
3
4
5

6 Respectfully submitted,

7 KNOBBE, MARTENS, OLSON & BEAR, LLP
8
9

10 Dated: June 7, 2010

11 By: 

12 John B. Sganga, Jr.
13 Douglas G. Muehlhauser
14 Perry D. Oldham
15 Mark Lezama
16 Alan G. Laquer

17 Attorneys for Plaintiff
18 NOMADIX, INC.
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28

PROOF OF SERVICE

I am a citizen of the United States of America, and I am employed in Irvine, California. I am over the age of 18 and not a party to the within action. My business address is 2040 Main Street, 14th Floor, Irvine, California. I am readily familiar with the firm's business practices for the collection and processing of correspondence for mailing, and that mail so processed will be deposited the same day during the ordinary course of business.

On June 7, 2010, I served the within NOMADIX, INC.'S ANSWER TO IBAHN CORPORATION'S FIRST AMENDED COUNTERCLAIMS; NOMADIX, INC.'S COUNTERCLAIMS on the parties or their counsel by placing it in a sealed envelope addressed and by transmitting it electronically to the addresses as set forth in the attached Service List.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 7, 2010 at Irvine, California.



Claire A. Stoneman

SERVICE LIST

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